

BLUIP COMMUNICATIONS SERVICE AGREEMENT
LAST UPDATED: JANUARY 18, 2021

This BluIP Communications Service Agreement contains the terms and conditions between you, the Customer, (“You”) and BluIP applicable to the BluIP Communications Service. This BluIP Communications Service Agreement is a part of the Master Subscription Agreement, or any such agreement (“MSA”), and is effective without limiting, waiving and notwithstanding any of the provisions of the MSA. This BluIP Communications Service Agreement will be read in connection with the MSA and not in conflict with the MSA. In the event of discrepancy between this BluIP Communications Service Agreement, and the MSA, this BluIP Communications Service Agreement” shall prevail but only to the extent of the express purposes hereunder set forth; otherwise, the MSA shall prevail.

1. Emergency Calling BluIP Communications Service

(A) Access to Emergency Services. As part of its provision of the BluIP Communications Service on Your behalf, BluIP shall provide access to local emergency services, including E911 services, in accordance with applicable Laws. Without limiting any other provision of the Agreement, you represent, acknowledge, warrant and agree to abide by all Laws in respect of emergency services, including E911 services.

(B) Dispatchable Location Information. For each Telephone Number (“TN”), Equipment, and each other device using the BluIP Communications Service (“Communication Tool”) in respect of which Customer desires emergency Communications Service via a landline or fixed VoIP service, Customer must provide BluIP with a correct and valid emergency response address with sufficient detail as would be acceptable under applicable Law (including RAY BAUM’s Act, in pertinent part). Without limiting the foregoing, such detail shall include sufficient information to enable emergency responders to locate the calling party and in compliance with any multiline telephone system requirements applicable to Customer (“Dispatchable Location”). For example, if applicable pursuant to any applicable multiline telephone system requirements, Dispatchable Location is a multi-story building, Customer must provide floor and suite number in addition to address information. Customer is solely responsible to promptly update this information, in accordance with the Agreement, whenever necessary to reflect changes. In addition, Customer will provide ANI with every subscriber and/or End User call presented to BluIP for processing. BluIP will have no obligation to provide Communications Service with respect to any User call or Communication Tool that does not include ANI and will not be liable for any claims arising from any efforts undertaken by BluIP to provide Communications Service under such circumstances. To this end, Customer shall enter the Dispatchable Location in a location database accessible through BluIP’s Support ticket web interface dedicated to 911 information and updates. BluIP shall not initiate the BluIP Communications Service prior to Customer having completed entry of Dispatchable Location information. Customer will be deemed to have completed such entry when Customer has entered valid and correct information in accordance with the Agreement, and Customer has received notification, through the Support portal, that such information has been received. If at any time during the term of the Agreement, BluIP is unable to validate a User’s address, the User is identified with an out of country location or jurisdiction, an invalid location or the User is located in an area that is not covered by the Wireline E911 Network (as such term is defined in 47 C.F.R § 9.3), BluIP shall terminate the call at a centralized emergency call center. Customer acknowledges that any call terminated by BluIP at the centralized emergency call center may not have accurate automated location or call back information, and that a trained agent at the centralized emergency call center will ask callers for their name, location, and Telephone Number, then contact the appropriate local public safety answering point (“PSAP”) or other applicable local emergency response services. Customer further acknowledge that this process, necessitated through no act or omission of BluIP, may delay the responsiveness of the emergency services, and Customer may incur additional charges for this processing.

(C) BluIP will provide the PSAP only such name, address and TN information as Customer will provide to BluIP, and for any 911 or E911 call, BluIP will only pass to the PSAP such information, including ALI and/or ANI data, as Customer’s facilities, network station equipment or other Customer Resources will make properly available to the Communications Service for transmission to the PSAP. BluIP will determine the incoming caller’s appropriate PSAP based upon the incoming TN of the caller and the End User’s corresponding Dispatchable Location information that Customer previously, successfully registered with BluIP and route the call accordingly to the PSAP. Customer must instruct Users not to block their TN number on their handsets when calling 911. Customer acknowledges and agrees that BluIP can only provide E911 call routing in territories where the PSAP or E911 Authority offers E911. All other calls made by Users successfully registered in BluIP’s database will be routed using the ten-digit outbound trunks or a call center attendant. Customer will provide to BluIP a TN inventory which details the total number of TNs being implemented on BluIP’s platform and the associated address or serving PSAP information for each TN.

(D) Required Notifications. Customer will inform any party using (or any party that might use) the Communications Service of the difference between traditional 911 and VoIP 911 service in compliance with all applicable laws and/or other governmental requirements imposed or required by any

governmental authority, including, without limitation, the FCC; for clarity in accordance with applicable Laws, BluIP hereby notifies Customer that access to E911 specifically, and emergency services generally, may be compromised or unavailable in certain situations, including any of the following:

- relocation of Your premises equipment or other Communications Tool (“PE”) where, following such move, the PE is not reset, reconfigured, or the location of the new PE updated/re-registered in BluIP’s emergency services web interface;
- Your use of a non-native Telephone Number;
- failure of the broadband connection to Your location where the BluIP Communications Service is provided;
- loss of electrical power at Your location where the BluIP Communications Service is provided;
- delays in Your providing Dispatchable Location information, or the passage of an insufficient amount of time in accordance with this Agreement for BluIP to update its location database after Your entry of new Dispatchable Location information;
- suspension of the BluIP Communications Service as a result of BluIP exercising any of its rights under the Agreement to suspend or terminate the BluIP Communications Service;
- calls that may not connect to the PSAP, or improperly ring to the administrative line of the PSAP, which may not be staffed after hours, or by trained 911 operators; and,
- calls may connect to the PSAP, but not automatically transmit the User’s phone number and/or location; or, congestion on Your broadband connection or the Internet prior to accessing the point of demarcation for the BluIP Communications Service database.

In further accordance with applicable Laws, and without limiting any other provision of the Agreement, You hereby acknowledge Your receipt and understanding of the limitations set forth above, or any such modifications to the above as the same may be ordered or enacted from time-to-time, shall inform Users of the BluIP Communications Service accordingly and ensures their execution of acknowledgement of same.

In addition, Customer on behalf of itself and all Users and each of their Related Parties

- Emergency services generally, may be compromised or unavailable in certain situations, including any of the following: with certain features that are not compatible with 911 service; or, if function(s) adversely affects 911 service;
- Customer will ensure that all applicable Customer Resources are able to connect to the Communications Service and are configured properly; for clarity, this requirement includes, without limitation, all Ethernet switches, Ethernet cabling, workstations, servers and operating systems;
- Customer will be solely responsible for providing 911 and/or E911 (or alternative 911 services) to Users;
- Customer will provide BluIP with all technical specifications necessary for proper network design and a description of any special arrangements required to accommodate 911 and/or E911; and
- Customer will be solely responsible to collect and remit all applicable 911 surcharges required by any governmental authority;

(E) Cooperation. Customer will work reasonably, promptly and in good faith to test the interoperability between the Communications Service and applicable Customer Resources, and test the operability from time-to-time, providing BluIP with any necessary information in such regard. If at any time, an interoperability condition occurs that adversely affects BluIP’s network that cannot be adequately remedied within a reasonable period, taking into consideration the severity of the interoperability condition and the effect on BluIP’s network, Communications Service, or other Service, BluIP may, at its sole discretion, suspend the provision of Services pursuant to the Agreement. Customer will communicate with BluIP as promptly to isolate and repair any problems in Customer’s networks or other applicable Customer Resources; provided, however, Customer will remain solely responsible for any costs or liabilities incurred in connection with the repair of any problem with respect to Customer’s networks and other Customer Resources.

(F) Emergency Call Center Services.

(i) *PSAP Limitations*. You acknowledge and understand that BluIP’s transmission of Dispatchable Location and call-back information may not be usable by any PSAP that lacks the technical capability to receive, process, and use such information. You further acknowledge and understand that in cases where a PSAP, designated statewide default answering point, or appropriate local emergency authority is not capable of receiving and processing either ANI or location information, BluIP is not obligated to transmit such information. Notwithstanding the foregoing, BluIP shall, in all cases, transmit over the

Wireline E911 Network all emergency calls to the PSAP, designated statewide default answering point, or appropriate local emergency authority that serves the caller's Dispatchable Location.

(ii) *Other Limitations.* Any Customer or User facilities originating 911 calls that are received by BluIP for which no calling number record can be found in BluIP's database will be routed to an emergency call center for handling. Call center personnel will attempt to query the 911 caller for location information and manually route the call to the PSAP nearest caller's identification location. 911 calls that originate from 8XX toll free numbers also will be routed to an emergency call center for handling.

(iii) *Charges.* Calls that are routed to call centers pursuant to this Section, "Emergency Call Center Services," will incur charges as specified in the Rate Sheet.

(G) Updates to Dispatchable Location Information. If You change any Dispatchable Location information using BluIP's emergency services web interface, the Dispatchable Location shall be updated and effective in BluIP's database no later than the following timeframes, after Your entry: (i) in the case of Dispatchable Location information entered during business hours, forty-eight (48) business hours; and (ii) in the case of Dispatchable Location entered outside of business hours, as soon as practicable but no later than the second business day following entry. For purposes of this Section 1 (G) and the below Section 1 (H), "business hours" shall mean the hours between 8:00 a.m. Pacific Time and 7 p.m. Pacific Time, Monday through Friday, not including national holidays, as observed by the United States government. BluIP shall transmit the updated Dispatchable Location information promptly after it becomes effective in BluIP's database in accordance with the preceding sentence.

(H) Changing Your Primary Phone Number. You acknowledge and understand that if You change Your primary phone number, You will not be able to change Dispatchable Location information within the following time periods following BluIP's receipt of notice of the change in Your primary phone number: (i) forty-eight (48) business hours, if You have provided notice to BluIP during business hours; and (ii) as soon as practicable but not later than the second business day if You have provided notice outside of business hours. During any time prior to completion of an update, any 911 calls will be routed based upon the Dispatchable Location that was in BluIP's records before You had changed Your primary phone number.

(I) Indemnification for Third Party Claims. The following provisions relating to Indemnification shall apply only to third party claims resulting from any damages caused by the failure of access to or completion of calling to emergency services as described in this Section 1:

(i) You shall Indemnify BluIP, and its Parties for any proven third party claims, losses, damages, fines, penalties, costs and expenses (including attorneys' fees) resulting from any of the circumstances set forth in subsection (D) above that are caused by any Your acts or omissions.

(ii) In the event that a third party claim for losses, damages, fines, penalties, costs or expenses caused by or resulting from acts or omissions relating to your use of the BluIP Communications Service but not set forth in subsection (i) above and that are not specifically attributable to BluIP's acts or omissions, You shall assume full responsibility for payment of the claim. To the extent that a judgment as described in this subsection (ii) is rendered against BluIP, You shall assume responsibility, reimburse and otherwise Indemnify BluIP and its Related Parties for the total amount of the judgment rendered and all costs therewith associated.

You acknowledge and agree that, BluIP does not have any control over whether, or the manner in which, calls using BluIP's emergency calling service are answered or addressed by any local emergency response center. BluIP disclaims all responsibility for the conduct of local or centralized emergency response centers and will not be liable to You or Your Related Parties, their respective Users or any other persons for such centers' conduct.

BluIP asserts immunity and other protection from liability under both state and federal law in connection with its provision of 911 dialing service as part of any Internet-based Service.

(J) Customer Responsibility. Notwithstanding anything to the contrary and without otherwise limiting anything contained elsewhere in the Agreement, BluIP will not be liable for (i) delays in the installation, commencement or restoration of any emergency Communications Service; (ii) any temporary or permanent cessation of any Communications Service; (iii) errors, malfunctions, delays or defects in the transmission of any emergency Communications Service; and (iv) to the fullest extent permitted by applicable Law, for injury to or death of any person and/or damage to

or loss of any property arising out of or attributable to any emergency Communications Service and/or any Force Majeure Event.

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND WITHOUT LIMITING ANYTHING CONTAINED ELSEWHERE IN THE AGREEMENT, BLUIP WILL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS OR HARM TO BUSINESS, LOSS OF DATA, LOSS OF LIFE, LOSS OF CONJUGAL EXPERIENCES, INJURY, AND WHETHER LIABILITY IS ASSERTED IN, AMONG OTHER THINGS, CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT PRODUCT LIABILITY) AND WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. CUSTOMER HEREBY RELEASES THE BLUIP AND ITS RELATED PARTIES FROM ANY SUCH CLAIM TO THE EXTENT EXCLUDED BY THE FOREGOING EXCLUSION OF DAMAGES. CUSTOMER, ON BEHALF OF ITSELF AND EACH USER, WAIVES ANY CLAIM THAT THE EXCLUSIONS OR LIMITATIONS OF THIS SECTION J DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. TO THIS END, CUSTOMER ON ITS BEHALF AND ON BEHALF OF EACH USER AFFIRMS, ACKNOWLEDGES AND UNDERSTANDS THAT THIS RELEASE SHALL APPLY TO ALL UNKNOWN OR UNANTICIPATED CLAIMS, DAMAGES AND CAUSES OF ACTION, AS WELL AS THOSE KNOWN AND ANTICIPATED, AND DOES HEREBY WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AS APPLICABLE, WHICH READS AS FOLLOWS:

Section 1542. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor.

BLUIP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, THAT THE EMERGENCY COMMUNICATIONS SERVICE (INCLUDING EQUIPMENT) PROVIDED PURSUANT TO THE AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BLUIP DOES NOT WARRANT THAT THE COMMUNICATIONS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT SERVICE(S) WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE COMMUNICATIONS SERVICE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. BLUIP EXERCISES NO CONTROL OVER, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, THE ACCURACY AND QUALITY OF ANY INFORMATION TRANSMITTED WITH THE USE OF THE COMMUNICATIONS SERVICE. CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S, USERS AND EACH OF THEIR RELATED PARTIES' USE OF THE COMMUNICATIONS SERVICE. BLUIP HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE ACTIONS OF THIRD-PARTY TELECOMMUNICATIONS SERVICES. CUSTOMER, ON ITS BEHALF AND ON BEHALF OF ITS USERS AND EACH OF THEIR RELATED PARTIES, AFFIRM AND ACKNOWLEDGE THAT EACH OF THEM ACCESS THE COMMUNICATIONS SERVICE AT THEIR OWN RISK. CUSTOMER HEREBY EXPRESSLY ASSUMES THE RISK OF ITS USER'S AND EACH OF THEIR RELATED PARTIES' USE OF ANY INFORMATION TRANSMITTED VIA THE COMMUNICATIONS SERVICE.

EXCEPT AS OTHERWISE SET FORTH OR PROVIDED UNDER THIS AGREEMENT, THE COMMUNICATIONS SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

2. Non-Emergency BluIP Communications Service And BluIP Communications Services, Generally

(A) Business Use of Non-Emergency BluIP Communications Service and Equipment. You shall not resell or transfer the BluIP Communications Service or device to any other person for any purpose. You agree that the Non-Emergency BluIP Communications Service does not confer the right to use the Services for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting. BluIP reserves the right to immediately terminate, modify or upgrade the Non-Emergency BluIP Communications Service, if BluIP determines, in its sole discretion, that Your use of the Non-Emergency BluIP Communications Service is being used for any of the above listed uses in this Section 2 (A).

(B) Notice of Rate Changes. BluIP may change the usage fees for the BluIP Communications Service from time to time. BluIP may decrease prices without providing advance notice. Changes to any other rates, charges, or terms or conditions to this BluIP Communications Service Agreement will be published at www.bluip.com and will be hereby be deemed incorporated by reference into this BluIP Communications Service Agreement.

(C) Timing of Calls. Generally, timing of metered calls begins when the called party or an automated answering device (such as an answering machine or a facsimile machine) answers the call, and ends when one of the parties disconnects from the call. However, some ex-United States carriers (with whom BluIP must interconnect in order to terminate calls to ex-

United States countries) designate a call as "answered" when the called party's line rings or after a certain number of rings, and will charge BluIP for a completed call. In these situations, BluIP will charge for the call as if it were answered by the called party.

(D) Use of BluIP Communications Service and Equipment Outside the United States. If You remove the Equipment to a country other than the United States and use the BluIP Communications Service from there, You do so at Your own risk, including the risk that such activity violates local laws in the country where You do so. You are liable for any and all use of the BluIP Communications Service and/or Equipment outside of the United States by any person making use of the BluIP Communications Service or Equipment provided to You.

(E) Service Outages. Please refer to the above Section 1 (C). ("Required Notifications")

(F) Unauthorized Use of Equipment, Firmware or Software. All Equipment and software (including the Software) provided therewith, or with the BluIP Communications Service, remain the exclusive property of BluIP and nothing in this BluIP Communications Service Agreement shall grant You the right to license or to use the Equipment or S/software other than as expressly stated herein or elsewhere in the Agreement. You acknowledge that You are not given any license to use the S/software used to provide the BluIP Communications Service in conjunction with providing the Services, or embedded in the Equipment, other than a nontransferable (except in connection with a transfer of the applicable Equipment), revocable license to use such S/software (without making any modification thereto) strictly in accordance with the terms and conditions of this BluIP Communications Service Agreement, and that the Equipment is exclusively for use in connection with the BluIP Communications Service. If You decide to use the Services through an interface device not provided by BluIP, which BluIP reserves the right to prohibit in particular cases or generally, You represent and warrant that You possess all required rights, including software and/or firmware licenses, to use that interface device with the BluIP Communications Service and You will Indemnify BluIP and its Related Parties against any and all third party claims that Your use of such interface device with the Services infringes such third party's Intellectual Property Rights.

(G) Tampering with the Equipment. You agree not to change the electronic serial number or equipment identifier of any Equipment, or to perform a factory reset of any Equipment, without express permission from BluIP. BluIP reserves the right to terminate Services to any Equipment if You tamper therewith in any manner unless expressly authorized by BluIP in a writing signed by a authorized signatory for such permission.

(H) Number Transfer on Service Termination. BluIP will release the Telephone Number that You had ported to BluIP and used in connection with the Services, to Your new service provider, if such new service provider is able to accept such number, upon Your termination of the Services and delivery of any documentation required by the number administrator.

(I) Service Distinctions. You acknowledge and understand that the BluIP Communications Service does not comprise a telephone service. Important distinctions exist between telephone service and the BluIP Communications Service. BluIP Communications Service is subject to different regulatory treatment than phone service. This treatment may limit or otherwise affect Your rights of redress before regulatory agencies.

(J) Collect Call and Operator Services. BluIP does not offer collect call or operator services via the BluIP Communications Service, or otherwise.

(K) International Services.

(i) Foreign Carrier Restrictions. Foreign carriers or regulatory agencies may impose, upon the portion of the end-to-end international service or facilities they provide, certain limitations or restrictions that may limit Your ability use the BluIP Communications Service. You must conform to any limitations or restrictions imposed by the foreign carriers or agencies.

(ii) Foreign Carrier Acts or Omissions.

(a) When other U.S. or ex-U.S. carriers and ex-U.S. telecommunications administrations use facilities to establish connections to points not reached by BluIP's network, BluIP is not liable for acts or omissions of other carriers or ex-U.S. telecommunications administrations.

(b) International calls are priced on the basis of the country and city codes that You have dialed. When the facilities of other U.S. or ex-U.S. carriers are used in establishing connections to points not reached by BluIP's network, BluIP is not liable for refunds or damages if those calls do not terminate in the country, city or area codes associated with the called number.

(L) **Surcharge.** In addition to surcharges that may be found in the applicable calling plan for BluIP Communications Service, BluIP may adjust its rates and charges or impose additional rates and charges to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs ("Governmental Charges").

(M) All of Your Indemnification obligations under this BluIP Communications Service Agreement shall be subject to and in accordance with the Indemnification Section of the Agreement.

3. Restrictions on the Use of Service

(A) BluIP offers its BluIP Communications Service subject to availability of facilities, limitations of service offerings, and the provisions of this BluIP Communications Service Agreement.

(B) Services provided by BluIP under this BluIP Communications Service Agreement will not be used: (i) for any unlawful purpose; (ii) for making telephone calls that use automatic dialing devices and terminate into electronic information services, pay-per-call services, or other domestic or international audio or text services; or (iii) for international call-back offerings using uncompleted call signaling to any country, when that country has prohibited such an offering by statute or regulatory decision.

(C) BluIP may (i) deny, for any lawful reason, Your request for BluIP Communications Service, or (ii) limit or allocate the facilities available to or used by any Service, if necessary, to manage its network in an efficient manner; meet reasonable service expectations; furnish service to Your existing and future customers based on Your forecasted requirements; or for any other lawful reason. You are fully responsible for securing the requisite bandwidth and other facilities necessary for the operation of the BluIP Communications Service. You shall fully Indemnify BluIP and its Related Parties for any and all claims related to the insufficiency of bandwidth, or insufficiency or lack of any other of Your facilities.

(D) BluIP may, without prior notice (consistent with governing laws or regulations), block traffic to or from specific countries, country codes, cities, city codes, local telephone exchanges ("NXX exchanges"), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain of Your authorization codes, whenever BluIP deems it necessary to take such action to prevent (i) the unlawful use of Services; (ii) fraud; (iii) the use of Services in violation of this BluIP Communications Service Agreement; or (iv) network blockage or the degradation of Service furnished to You or other customers. BluIP will provide You with notice of any such action and the reasons therefor as soon as reasonably practicable, and will remove such blockage when the condition leading thereto has been remedied to BluIP's reasonable satisfaction; such notice may be by email or by phone with email follow-up to Your designated contact.

(E) In addition to, and without limiting any provisions regarding security of the Services in the Agreement, You shall maintain reasonable and adequate security over all BluIP Communications Service lines, Equipment and all other facilities employed in Your use of the BluIP Communications Service. In any event, You shall not employ less stringent security over the foregoing than the security You maintain over Customer Data and Your other Confidential Information and Your sensitive equipment, locations and other facilities.